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8 UNITED STATES DISTRICT COURT
9 FOR THE CENTRAL DISTRICT OF CALIFORNIA

10
11 CONSTRUCTION LABORERS TRUST
FUNDS FOR SOUTHERN
12 CALIFORNIA ADMINISTRATIVE
COMPANY, a Delaware limited liability
13 company,

14 Plaintiff,

15 v.
16

17 HALOPOFF & SONS, INC. etc., et al.
18

19 Defendants.
20

CASE NO.: CV14-01638-ODW(CWx)

**~~PROPOSED~~ JUDGMENT AGAINST
DEFENDANT HALOPOFF & SONS,
INC.**

21
22 The remaining parties to this action are plaintiff Construction Laborers Trust
23 Funds for Southern California Administrative Company, defendant Halopoff & Sons,
24 Inc. and defendant Wesco Insurance Company ("Remaining Parties"). The other
25 parties to this action, and the claims against them, have been dismissed. [Court
26 Document No. 6.]

27 The Remaining Parties have filed a stipulation that: indicates that they have
28 reached a settlement of their disputes; and fully disposes of this lawsuit

1 ("Stipulation"). Pursuant to the Stipulation, and good cause appearing therefore,

2
3 **IT IS HEREBY ORDERED, ADJUDGED AND DECREED THAT:**

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5 1. **JUDGMENT IS ENTERED IN FAVOR OF THE PLAINTIFF,**
6 Construction Laborers Trust Funds for Southern California Administrative Company,
7 a Delaware limited liability company, an administrator of, agent for collection for,
8 fiduciary to, and on behalf of the Laborers Health and Welfare Trust Fund for
9 Southern California, Construction Laborers Pension Trust for Southern California,
10 Construction Laborers Vacation Trust for Southern California, Laborers Training and
11 Re-Training Trust Fund for Southern California, Fund for Construction Industry
12 Advancement, Center for Contract Compliance, Laborers Contract Administration
13 Trust Fund for Southern California, and Laborers' Trusts Administrative Trust Fund
14 for Southern California (hereinafter "Trust Funds" where referenced collectively), and
15 **AGAINST DEFENDANT HALOPOFF & SONS, INC. IN THE AMOUNT OF**
16 **\$80,351.40** (consisting of: \$46,715.46 in past due fringe benefit contributions for
17 some or all of the months of July 2012 through August 2013; \$4,719.17 in interest;
18 \$1,280.00 in audit fees; \$19,175.95 in liquidated damages; and \$8,500.00 in attorneys'
19 fees; minus a credit of \$39.18).

20
21 2. The monetary judgment issued hereby in paragraph "1" above shall not,
22 and does not, have *res judicata* effect, operate as a bar or effect any other limitation of
23 any right of the Trust Funds or any individual Trust Fund (including CLTF on behalf
24 of the Trust Funds or any individual Trust Fund) to determine and collect any
25 additional amounts due to them by Halopoff & Sons, Inc., regardless of the time
26 period of any such additional amount due.

27
28 3. The automatic stay requirement of Federal Rule of Civil Procedure 62(a)

1 and any other temporal restriction on enforcement or execution shall not apply to this
2 judgment. It shall be immediately enforceable upon its entry.

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5 Dated: October 28, 2014

6 HON. OTIS D. WRIGHT II,
7 Judge of the United States District Court for
8 the Central District of California
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